

## **ARTICLE 18**

### **MSEA REPRESENTATION**

#### **A. MSEA Representatives and Jurisdictions.**

Employees covered by this Agreement are entitled to be represented in the grievance procedure by a Steward or Chief Steward, a departmental caucus spokesperson and/or a MSEA Staff Representative in accordance with the following:

1. **Work Location Definition.** For the purposes of this Article only, a work location is a county or a facility within a county, or in those instances where employees have a geographical area of assignment greater or lesser than a county, the geographical area of assignment shall be considered the work location.
2. At work locations of a Department, MSEA may designate Steward(s) to represent such employees at such work locations. A Steward shall lose no normal pay or leave credits while representing employees at the same work location.
3. Stewards or Chief Stewards operating within jurisdictional areas as agreed to in secondary negotiations shall lose no normal pay or leave credits while representing employees within the jurisdictional area or for related travel between work locations within the jurisdictional area.
4. Where no Steward or Chief Steward is authorized or designated, or one designated is temporarily not available, MSEA may designate any employee covered by this Agreement to act as a temporary representative, provided that if such employee is employed at another work location or in another Department he or she shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave. Such employee may represent employees across departmental lines.
5. Employees whose unplanned absence would remove service from an area shall not be designated by MSEA as a temporary representative under this Section.
6. Stewards or Chief Stewards shall be employed in or on leave from a classification in one of the Bargaining Units covered by this Agreement.
7. The issue and manner of release of department caucus spokespersons to represent a Bargaining Unit member shall be a proper subject of secondary negotiations.

#### **B. Chief Stewards.**

MSEA may designate one (1) Chief Steward per forty (40) employees or fraction thereof in a department. Chief Stewards, designated by MSEA, shall have preference in employment retention in the event of layoff and bumping. If the Chief Steward is unable to exercise a bumping preference in accordance with Article 12 (d), then that Steward may request placement to a vacant Bargaining Unit position that is recognized by the Civil Service Commission on the pre-authorized lateral job change list, provided by the Employer to MSEA, in existence at the time of the layoff.

A Chief Steward may also be designated as a Steward at a work location. At a work location where no Steward has been authorized by secondary negotiations or the designated Steward is not available, the Chief Steward may act as a temporary Steward without loss of pay within jurisdictional areas as determined in secondary negotiations.

MSEA shall furnish to the Employer in writing the names of the designated Chief Stewards with their jurisdictions and work locations, and the names of Stewards with their work locations or their jurisdictions. MSEA shall do so within thirty (30) work days after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by MSEA in writing as soon as such changes are made.

The effective date of a Steward or Chief Steward designation shall be no earlier than ten (10) work days following the date of notice to the State Employer.

Under no circumstances shall a Chief Steward be entitled to preference in employment retention unless MSEA has provided such designation in writing to the Employer at least thirty (30) days prior to the issuance of a layoff notice.

#### **C. Release of MSEA Representatives.**

No Steward or Chief Steward shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that approval is not granted for the time requested by such MSEA Representative, MSEA, at its discretion, may either request an alternate MSEA Representative or have the activity postponed and rescheduled. In making such request, MSEA will provide timely representation so that the activity would not be unreasonably delayed.

#### **D. Union Leave.**

If any MSEA Representative(s) is expected to spend more than 25% (520 hours) of the contract work year (beginning the effective date of this Agreement) in representation activities, he/she may be so designated and identified by MSEA. Such employees may be placed on "Union leave" by the Employer. They shall be relieved of all work duties during the course of such leave; and MSEA shall reimburse the State for the gross total cost of such employee(s) wages, and the Employer's share of premiums for all insurance programs. A contract work year is defined as a twelve (12) month period.

The employee's status for pay, benefits, insurance, retirement and other benefits shall be identical to administrative leave. The request for Union leave and the approval by the Employer and the acceptance by the employee shall constitute an acknowledgment that the employee is to be considered as an employee of the Union during the leave. Should an administrative board or court rule otherwise, MSEA shall indemnify and hold the Employer harmless from any Worker's Compensation claims by that employee arising during or as a result of the Union leave. If a Union

Representative actually uses 520 hours paid administrative leave during a contract work year the parties will meet and confer regarding a resolution.